



DAS-ITE Service Level Agreement with the (insert Agency name)

D R A F T

THIS SERVICE LEVEL AGREEMENT (“SLA”) is made by and between the IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES INFORMATION TECHNOLOGY ENTERPRISE (“DAS-ITE”) and the (insert agency name) (“AGENCY”).

SECTION 1. PURPOSE

The parties have entered into this SLA to document the terms and conditions under which DAS-ITE shall provide technology support to the Agency. This support may include server hosting, web application hosting, networking, security, email, desktop support, data storage archival, retrieval and backup or help desk services.

SECTION 2. TERM

The term of this SLA is for the period beginning (insert date), and ending on (insert date, unless terminated earlier in accordance with the terms of this SLA.

SECTION 3. DEFINITIONS

For the purposes of interpreting this SLA, the following definitions are applicable unless the context requires a different meaning:

3.1 Core business hours: Defined as 7:00 a.m. to 4:30 p.m., Monday-Friday, excluding holidays.

SECTION 4. RESPONSIBILITIES OF DAS-ITE

- 4.1. DAS-ITE shall provide the Agency with the services and deliverables specified in the attached Addendum(s).
- 4.2. Each month, DAS-ITE shall submit an invoice to Agency requesting payment of the fee (s) specified in the attached Addendum(s) associated with the services provided by DAS-ITE for the prior month. All invoices submitted by DAS-ITE shall comply with all applicable laws and rules concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by Agency.
- 4.3. DAS-ITE shall exercise its best efforts to prevent damage to or loss of any property or data of Agency in the course of performing its work under this SLA.
- 4.4. DAS/ITE will notify Agency prior to exceeding the number of approved hours for a support or maintenance task. Whenever possible, DAS/ITE will include an estimate for the remaining hours with the notification.
- 4.5. DAS-ITE will maintain all firewalls and proxy devices operated by DAS-ITE used to protect the DAS-ITE server and network environments.
- 4.6. DAS-ITE will provide Agency with a minimum of 30 calendar days notice for implementation of new server software or upgrades. As this is relevant to the services provided to the Agency, DAS-ITE will provide at least two business days advance notice to Agency before applying server operating system patches to the DAS-ITE server environments. This process may be bypassed if the required patch protects the DAS-ITE server environments from potentially harmful consequences.
- 4.7. DAS-ITE will maintain and utilize a proven and documented server and network infrastructure security plan that protects the integrity, confidentiality and availability of information processed, stored and transmitted via the DAS-ITE server environments.
- 4.8. DAS-ITE will provide protection from unauthorized use or modification and accidental or intentional damage or destruction of Agency co-located equipment.
- 4.9. DAS-ITE in conjunction with other authorized state agencies, will provide security of IT facilities, computing, telecommunications, application related services purchased from other state agencies or commercial entities and Internet-related applications and connectivity.
- 4.10. DAS-ITE agrees to allow security auditing and monitoring by Agency personnel as appropriate. This effort shall be planned and coordinated with the DAS

security team in accordance with established security policies including those outlined by the Information Security Office (ISO).

- 4.11. DAS-ITE Service Desk will be the Level 1 support for the Agency for all ITE services unless specifically addressed differently in the applicable Addendum.

The DAS-ITE Service Desk (515 281-5703) is available 24 hours a day, 7 days a week. Agency staff may call the Service Desk whenever they have a problem. If the DAS-ITE Service Desk cannot resolve the problem, they will issue a trouble ticket. If the ticket is issued during core business hours, DAS-ITE will respond to it within one hour. If the ticket is issued after core business hours, DAS-ITE will respond to the ticket at the beginning of the next business day. Agency staff may ask the DAS-ITE Service Desk to escalate the call if they need immediate assistance.

Agency may call the DAS-ITE Service Desk outside of core business hours to provide the first level of support. If the next level of support is needed, Agency may choose between two options:

- 4.11.1. Agencies may ask the DAS-ITE Service Desk to escalate the call. When this is done, the DAS-ITE Service Desk will attempt to contact an ITE staff person, but there is no guarantee that someone can be reached. When someone is called in, Agency will pay the standard published hourly rate for support.

- 4.11.2. An extended hour service may require at ITE staff person in “standby” status. Agency is to attempt to give DAS-ITE two weeks notice when Agency needs DAS-ITE staff in “standby” status. If several Agencies are using the extended hour services during the same time duration, the 10% charge of the staff person’s normal rate of pay for each hour on standby, plus hourly charges when called in, will be shared by the Agencies utilizing the “standby” service provision. If in problem resolution it is not resolved from the shared service but a problem from the requesting Agency, the requesting Agency shall be responsible for the entire charge. There is a 3-hour minimum charge when a staff person is called in. When a staff person is on “standby” there is an expectation the support person will be available immediately by phone. If they need to report to work, they will be available within one hour of being contacted.

- 4.12. DAS-ITE will alert Agency to any changes perceived as having an impact on the functionality of Agency applications.

- 4.13. See attached Addendum(s) for additional responsibilities.

SECTION 5. RESPONSIBILITIES OF AGENCY

- 5.1. Agency shall review each invoice submitted by DAS-ITE and shall pay all approved invoices in arrears and in accordance with: (i) applicable laws, rules, and procedures, including, without limitation, Iowa Code Section 8A.514, and (ii) the Agency's Annual Certification for Automated Transfers, if in effect. Agency shall notify DAS-ITE if Agency believes the invoice is inaccurate or incorrect, or if Agency disputes any amount or item specified therein. DAS will correct any erroneous amounts on an invoice by crediting or adjusting billed amounts on a subsequent invoice.
- 5.2. Agency shall identify a key staff member that will serve as a single point of contact with whom DAS-ITE will coordinate the services outlined in this SLA.
- 5.3. Agency shall identify all third party vendor components within their application as part of the Statement of Work.
- 5.4. Agency shall prioritize the services to be performed by DAS-ITE.
- 5.5. Agency shall provide DAS-ITE with feedback concerning DAS-ITE's performance under this SLA and suggestions for improved process, quality and/or service.
- 5.6. DAS-ITE assists agencies provide e-commerce services to their constituents through the epayment engine and web application hosting services. Agencies are merchants under the Treasurer of State's agreement with the merchant service provider (currently U.S. Bank). As merchants, Agency is wholly responsible for compliance with the Payment Card Industry (PCI) Data Security Standards. Use of an outside service provider, including DAS ITE, does not free Agency from this responsibility. DAS-ITE's responsibility is limited to that outlined in the service agreement and attached addendums.
- 5.7. See attached Addendum(s) for additional responsibilities.

SECTION 6. JOINT RESPONSIBILITIES

- 6.1. Agency and DAS-ITE will be jointly responsible for capacity planning related to services to be provided by DAS-ITE. If monitoring of application utilization indicates resource or functional requirements exceed system capability, DAS-ITE and Agency will work jointly to implement an alternate solution.
- 6.2. The Addenda will specify those deliverables, if any, that will be subject to acceptance testing by Agency. Agency is responsible for defining the relevant acceptance criteria for such deliverables and for conducting acceptance testing to determine whether such deliverables meet Agency's acceptance criteria.

Upon completion of any acceptance testing conducted by the Agency, the Agency shall provide notice to DAS-ITE of one of the following: (i) the deliverable meets acceptance criteria and Agency accepts the deliverable; or (ii) the deliverable fails to meet acceptance criteria, and Agency does not accept the deliverable.

In the event Agency provides notice of non-acceptance as described in (ii) above, the Agency shall describe in reasonable detail the specific deficiencies identified during its acceptance testing that must be repaired or corrected before Agency will accept the deliverable. DAS-ITE shall repair or correct such deficiencies within a mutually agreed-upon period of time and resubmit the deliverable to the Agency for further acceptance testing.

In the event Agency determines that the deliverable still fails to meet acceptance criteria, the Agency will notify DAS-ITE of its decision to: (a) require DAS-ITE to correct and repair the remaining deficiencies within a reasonable period of time; or (b) accept the deliverable on the condition that any compensation payable with respect thereto shall be reduced or adjusted to reasonably reflect the remaining deficiencies and any reduced value or functionality of such deficiency.

- 6.3. The parties will use their best efforts to cooperate and resolve any disputes in connection with this SLA, including any disputes concerning invoices submitted by DAS-ITE.
- 6.4. Meetings between Agency and DAS-ITE will be scheduled, as agreed to, for monitoring the operation of the hosting service, potential upgrade cycles and other service-related issues.
- 6.5. DAS-ITE and Agency will immediately notify the other party of any system problems that affect operations and will report on anticipated corrective action and downtime. DAS-ITE and Agency will provide periodic updates to the other party indicating action taken, updated information or progress made for resolution. Agency will be able to request at any time and receive the status of the incident in question.
- 6.6. See attached Addendum(s) for additional responsibilities.

SECTION 7. CHANGE ORDER PROCESS

The Agency may at any time request a change to the services and/or deliverables to be provided by DAS-ITE under this SLA by using a change request. The following procedures for a change request shall be followed:

- 7.1. Written Request. The Agency shall specify in writing the desired changes to the services and/or deliverables to be provided.
- 7.2. Response by DAS-ITE. DAS-ITE shall submit to the Agency an estimated time and cost proposal for the requested change within five (5) business days of receiving the Agency's change request.

- 7.3. Acceptance or Rejection of Proposal. If the Agency accepts DAS-ITE's proposal, DAS-ITE shall provide the modified services and deliverables subject to the time and cost proposal and subject to the terms and conditions of this SLA. Should it become known that the work specified in the change request will exceed the estimated amount, DAS-ITE will immediately notify the Agency to obtain authorization to continue beyond the estimated amount. If the Agency chooses not to proceed, work on the change request will be ended and the Agency will be charged for all work performed up to that point.

SECTION 8. TERMINATION

- 8.1. Termination For Cause. Both parties agree to use their best efforts to resolve informally any dispute arising under this SLA. Either party may terminate this SLA, without penalty, upon written notice for the breach by the other party of any material term, condition or provision of this SLA, if such breach is not cured within a reasonable time period specified in the notice of breach delivered by the non-defaulting party to the defaulting party, assuming cure is feasible.
- 8.2. Termination Due to Lack of Funds or Change in Law. Either party shall have the right to terminate this SLA, without penalty, by giving thirty (30) days written notice to the other party as a result of any of the following:
- 8.2.1. The state legislature or governor fails to appropriate funds sufficient to allow the terminating party to either meet its obligations under this SLA or to operate as required to fulfill its obligations under this SLA;
 - 8.2.2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the terminating party to make any payment hereunder is insufficient or unavailable for any other reason;
 - 8.2.3. If the terminating party's authorization to conduct its business or to engage in activities or operations related to the subject matter of this SLA is withdrawn or materially altered or modified;
 - 8.2.4. If the terminating party's duties, responsibilities or programs are substantially or materially altered or modified, or
 - 8.2.5. If there is a decision of any court, administrative law judge, or an arbitration panel, or any law, rule, regulation or order is enacted, promulgated, or issued, that materially or adversely affects either party's ability to fulfill its obligations under this SLA.
- 8.3. Termination for Convenience. Agency may terminate this SLA for convenience, without penalty by providing 120 days written notice to DAS-ITE. DAS-ITE may terminate this SLA for convenience, without penalty, by providing 180 days written notice to Agency. Notwithstanding the 180 day notice period, DAS-ITE

may choose to continue to provide service, at Agency's request, until a successor service provider has been hired and begins work.

8.4. Termination Duties. At Agency's request, DAS-ITE shall:

- 8.4.1. Wind-up work under this SLA and take all necessary or appropriate steps to reduce or limit costs and expenses.
- 8.4.2. Return to the Agency any equipment, software, supplies, materials or other property provided by the Agency to DAS-ITE.
- 8.4.3. Cooperate in good faith with the Agency and provide reasonable assistance to the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- 8.4.4. Furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Agency may request.

SECTION 9. CONTRACT ADMINISTRATION

- 9.1. Amendments. This SLA may be amended in writing from time to time by mutual consent of the parties. All amendments to this SLA must be fully executed by both parties.
- 9.2. Compliance with Laws. DAS-ITE shall comply with all applicable federal, state, foreign, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement.
- 9.3. Choice of Law and Dispute Resolution. This SLA shall be construed in accordance with the laws of the State of Iowa. DAS-ITE and Agency acknowledge that litigation between the two departments is prohibited pursuant to Iowa Code Section 679A.19 and that any unresolved disputes between the parties shall be resolved in accordance with that section.
- 9.4. Assignment and Delegation. This SLA may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 9.5. Integration. This SLA represents the entire agreement between the parties and neither party is relying on any representation that may have been made which is not included in this SLA.
- 9.6. Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

- 9.7. Independent Contractor Relationship. DAS-ITE is an independent contractor providing services and other deliverables to Agency under this SLA. Nothing in this SLA shall be construed as creating or constituting the relationship of a partnership, joint venture or other association of any kind or agent/principal relationship between the parties hereto. Unless otherwise specifically provided for herein, DAS-ITE does not have the authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon Agency.
- 9.8. Delay or Impossibility of Performance. A party shall not be considered to be in default under this SLA if such party's performance is delayed or made impossible by an act of God, flood, fire, strike, war, civil disturbance, interruption of Internet service, or any other causes which are beyond the control, fault and anticipation of such party and which, by the exercise of reasonable diligence, such party was unable to anticipate or prevent.
- 9.9. Supersedes Former Agreements. This SLA supersedes all prior agreements between DAS-ITE, or its predecessors, and Agency with respect to the subject matter of this SLA.
- 9.10. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of DAS-ITE and Agency, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the SLA shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 9.11. Notice. Notices under this SLA shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this SLA shall be the date of actual delivery of such notice.

If to DAS:

Mike Carroll
Director
Department of Administrative Services
Hoover Building
Des Moines, Iowa 50319

If to Agency:

(insert name, title and address)

- 9.12. Severability. If any provision of this SLA is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this SLA.

- 9.13. Successors in Interest. All the terms, provisions, and conditions of the SLA shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives
- 9.14. Counterparts. The parties agree that this SLA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 9.15. Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 9.16. Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this SLA.
- 9.17. Open Record Requests. The parties acknowledge and agree that: (a)DAS-ITE is providing automated data processing services for Agency; (b)if DAS-ITE holds Agency's public records, it does so solely as the agent of Agency and not as the owner or lawful custodian (as defined in Iowa Code Section 22.1) of Agency's public records; and (c)Agency is responsible for complying with Iowa Code Chapter 22 and any other applicable laws, rules and regulations pertaining to Agency's public records. DAS-ITE will forward to Agency any requests that DAS-ITE receives concerning access to or examination/copying of Agency's records.
- 9.18. Use of Third Parties. Agency acknowledges that DAS/ITE may enter into contracts with third parties for the performance of any of the DAS/ITE's obligations under this SLA. DAS-ITE will be liable for any and all payments that may be due to third parties under such contracts. DAS-ITE's use of the third parties shall not relieve or discharge DAS-ITE from any obligation, provision, or liability under this SLA. DAS-ITE shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any third party used by DAS-ITE. Any action of a third party, which, if done by DAS-ITE, would constitute a breach of this SLA, shall be deemed a breach by DAS-ITE and have the same legal effect.

SECTION 10.EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above SLA and have caused their duly authorized representatives to execute this SLA.

(insert Agency name)

Iowa Department of Administrative Services

By:_____

By:_____

(insert name)

Mike Carroll

Title: (insert title)

Title: Director

Date:_____

Date:_____